

SOLICITATION, OFFER AND AWARD

2. CONTRACT NO.		3. SOLICITATION NO. DTFAAC-09-R-03639		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED		5. DATE ISSUED OCT 8, 2009		6. REQUISITION/PURCHASE NO. 07-03094 (FAA Internal Use Only)	
7. ISSUED BY FAA, Aviation, Medical, & Training Team (AMQ-310) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125				8. ADDRESS OFFER TO (If other than item 7) for overnight delivery <i>For Over Night Delivery use</i> FAA, Bid & Proposal Officer (AMQ-100) Room 313, Multi-Purpose Building 6500 South MacArthur Boulevard Oklahoma City, OK 73169				FOR U.S. MAIL> <i>FOR USE IF U.S. Postal Service</i> FAA, Bid & Proposal Officer Attn: AMQ-100 Room 313 P.O. Box 25082 Oklahoma City, OK 73125	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

Requirements Contract Indefinite-Delivery/Indefinite-Quantity SOLICITATION Refurbishment/Enhancement of FAA's Be-300 Flight Inspection Aircraft

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in Room 313, Multi-Purpose Building until 4:PM local time 6 November 2009
(Hour) (Date)

"If offers are hand carried, additional time should be allowed to access the depository facility due to heightened security requirements."

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No.3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION		A. NAME AVIS FRANKLIN		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-7836 FAX (405) 954-3030	
CALL: >					

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OFFER (Must be fully completed by offeror)

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (*120 calendar days unless a different period is inserted by the offeror*) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section G, Clause No. 3.3.1-17) >		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
		%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code) PH		17. SIGNATURE		18. OFFER DATE	
FAX					

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. reserved		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) >		ITEM	
24. ADMINISTERED BY (If other than Item 7) FAA, Contract Management Division (AMQ-340) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4932		25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304			
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I - SECTION B SUPPLIES/SERVICES

The contractor shall furnish all labor, management, facilities, equipment, materials, to deliver refurbishment services for the FAA Be-300 Aircraft. The described services for refurbishment and technical specifications are described in Attachment-1 PWS and the associated Appendices. The services will be ordered for specific tasks described by Contract Line Item Number (CLIN) as required and only the CLIN 1.0 Program Management, Design, Material Management, and administration (base year) is guaranteed as the minimum order (in dollars). This contract may be extended by the exercise of one-year option periods. The total period of the contract is five years if all options are exercised. The services shall be delivered in accordance with the terms, conditions, and provisions set forth herein.

BASE YEAR

CLIN*	ITEM DESCRIPTION	Estimated Annual Quantity	Unit Price	Total Price
1.0	Program Management, Design Material Management, and Administration required to support the Beech refurbishment, as described in the PWS and Appendices. The following reports shall be included in the pricing of this CLIN:			\$ _____

	DESCRIPTION	Delivery IAW CDRL
Plan	Program Management Plan & Master Certification Plan	P001
Agenda	Program Management Review	P002
Report	Technical Interchange Meeting Minutes	P003
List & Form	Material Inventory List and GFP report via DOT Form 4220.43 (IAW CLA 4528)	P004

Delivery of Services: Annually
Acceptance: IAW PWS and CDRLs

Payment: 1/12 of annual fixed price/ month

2.0 **FIXED PRICE/DELIVERY**
Prototype Certification
and Enhancement Installation
for Be- 300 Aircraft IAW PWS

TOTAL PRICE
\$ _____

List and Samples	Fabric	A001
	Design Documentation	A002
	Approved Data Package	A003
	Miscellaneous Equipment Installation Design	A004
	Acoustic Engineering Analysis Test Plan	A005
	Sound Proofing/Thermal Insulation Kit Design and Data	A006
	Cockpit Seating Upholstery Design	A007
Report and Drawings	Cockpit Curtain Design	A008
	Pilot/Co-Pilot Cooling Fan Design	A009
	Cabin Headliner Design	A010
	Cabin Lower Side Panel Design	A011
	Cabin Upper Sidewall Panel Design	A012
Acceptance:	Certification Documentation by the Approver	A013
	LED Lighting Design and Data	A014
Payment: upon delivery	Oxygen Mask Dispensing Units Design and Data	A015

Delivery of Services: Annually

Acceptance: Evidenced by approved data package

Payment: upon completion

FIXED HOURLY RATE

- 3.0 Labor to complete restore, refurbish
Or replace assemblies, accessories,
And miscellaneous equipment in the
Aircraft interior as described in the PWS
Para. 8.0. The CO or designated CO representative
Shall provide authorization to proceed in advance
by task order. Billing and payment shall comply
authorized task order at the established Fixed Hourly
Rate.

TOTAL ESTIMATE
\$ _____

FAA Estimated Hours per aircraft = 110 hrs
Estimated Aircraft = 3 (prototype and two Be-300 aircraft)
Proposed Fixed Hourly Rate \$ _____ per hour

4.0 COST REIMBURSABLE
Materials Acquired by the Contractor
For the Government
Required and authorized in advance as
replacement parts or materials
supporting the refurbishment
of the Be-300 Aircraft interior enhancement
All materials and equipment acquired
with government funding are property
of the FAA and shall be maintained
IAW Government Furnished Property (GFP)
provisions of the contract.

TOTAL PER YEAR
\$ 5,000
(FAA Estimate)

5.0 Fixed Price per Event
Acoustic Engineering Analysis
IAW the PWS para. 11.0
As requested by task order

TOTAL PER YEAR
\$ _____
(estimated)

FAA estimated Aircraft flights = 4 flights
Proposed Fixed Price per event = _____

Payment: Upon Completion

6.0 FIXED PRICE
Certified Be-300 Interior Enhancement
Per aircraft IAW the PWS para. 9.0.
Aircraft Enhancement will be ordered
by the FAA as required

TOTAL PER YEAR
\$ _____
Estimated

Estimated Aircraft per year = 2 each
Certified enhancement per aircraft = \$ _____

Note: Ordering of this Task is subject
To completion of the certified prototype

Payment: Upon Completion

7.0	<p>COST REIMBURSABLE</p> <p>Travel requirement described in the PWS</p> <p>Para. 10.0 when requested by the FAA and</p> <p>Authorized in writing in advance by the FAA CO</p> <p>All travel (Transportation and subsistence)</p> <p>Shall be reimbursed IAW with Federal</p> <p>Travel Regulation and clause CLA 4531 of this</p> <p>Contract.</p>	<p>TOTAL PER YEAR</p> <p><u>\$ 1,000.00</u></p> <p>(FAA Estimate)</p>
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Acceptance: IAW authorized Task Order

Payment: Upon Completion of Travel

8.0	<p>FIXED HOURLY RATE</p> <p>Over & Above Services</p> <p>Any work outside the scope of the PWS</p> <p>Required for Aircraft Maintenance and associated</p> <p>Materials necessary for flight (i.e. discovered</p> <p>during inspection or discrepancy identified</p> <p>during acceptance flights). All requirements</p> <p>for the services shall be requested in writing</p> <p>by the FAA CO (see para. C.4) written authorization</p> <p>in advance.</p>	<p><u>\$ TBD</u></p>
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Fixed Hourly Rate for Shop Labor

\$ _____

Acceptance: IAW authorized Task Order

Payment: Upon Completion of Task

<p>COST REIMBURSABLE</p> <p>Over & Above Materials</p> <p>Any materials required to support work outside</p> <p>the scope of the PWS. Materials necessary</p> <p>to support maintenance services required for flight</p> <p>(i.e. discovered during inspection or discrepancy</p> <p>identified during acceptance flights).). All requirements</p> <p>for the services shall be requested in writing</p> <p>by the FAA CO (see para. C.4) and written authorization</p> <p>in advance.</p>	<p><u>TBD</u></p>
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Payment: IAW Authorized Task Order

OPTION YEAR 1

CLIN*	ITEM DESCRIPTION	Estimated Annual Quantity	Unit Price	Total Price
9.0	Program Management, Design Material Management, and Administration required to support the Beech refurbishment, as described in the PWS and Appendices. The following reports shall be included in the pricing of this CLIN:			\$ _____

	DESCRIPTION	Delivery IAW CDRL
		P001
Agenda	Program Management Review	P002
Report	Technical Interchange Meeting Minutes	P003
List & Form	Material Inventory List and GFP report via DOT Form 4220.43 (IAW CLA 4528)	P004
	Approved Data Package	A003

Delivery of Services: Annually
Acceptance: IAW PWS and CDRLS

Payment: 1/12 of annual fixed price/ month

11.0	FIXED PRICE Certified Be-300 Interior Enhancement Per aircraft IAW the PWS para. 9.0. Aircraft Enhancement will be ordered by the FAA as required	TOTAL PER YEAR \$ _____ Estimated
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Estimated Aircraft per year = 4 each
Certified enhancement per aircraft = \$ _____

Note: Ordering of this Task is subject
to completion of the certified prototype

Acceptance: Evidenced by certification

Payment: Upon completion

FIXED HOURLY RATE

TOTAL ESTIMATE

- 12.0 Labor to complete restore, refurbish
Or replace assemblies, accessories,
And miscellaneous Equipment in the
Aircraft interior as described in the PWS
Para. 8.0. The CO or designated CO representative
Shall provide authorization to proceed in advance
by task order. Billing and payment shall comply
authorized task order at the established Fixed Hourly
Rate.

\$ _____

FAA Estimated Hours per aircraft = 110
Estimated Aircraft = 4 (four Be-300 aircraft)
Proposed Fixed Hourly Rate \$ _____ per hour

Acceptance: IAW authorized Task Order

Payment: Monthly IAW Task Order Authorization

COST REIMBURSABLE

TOTAL PER YEAR

- 13.0 Materials Acquired by the Contractor
For the Government
Required and authorized in advance as
replacement parts or materials
supporting the refurbishment
of the Be-300 Aircraft interior enhancement
All materials and equipment acquired
with government funding are property
of the FAA and shall be maintained
IAW Government Furnished Property (GFP)
provisions of the contract.

\$ \$5,000.00
(FAA Estimate)

Payment: Monthly IAW Task Order authorization

COST REIMBURSABLE

TOTAL PER YEAR

- 14.0 Travel requirement described in the PWS
Para. 10.0 when requested by the FAA
And authorized in writing in advance by
The FAA CO. All travel (Transportation and subsistence)
Shall be reimbursed IAW with Federal
Travel Regulation and clause CLA 4531 of this
Contract.

\$ 1,000.00
(FAA Estimate)

Payment: Upon completion of travel IAW Task Order authorization

15.0 FIXED HOURLY RATE

Over & Above Services

TBD

Any work outside the scope of the PWS

Required for Aircraft Maintenance and associated

Materials necessary for flight (i.e. discovered

during inspection or discrepancy identified

during acceptance flights).). All requirements

for the services shall be requested in writing

by the FAA CO (see para. C.4) and written authorization

in advance.

Fixed Hourly Rate for Shop Labor

\$ _____

Acceptance: IAW authorized Task Order

Payment: Upon completion

COST REIMBURSABLE

16.0 Over & Above Materials

\$ TBD

Any materials required to support work outside

the scope of the PWS. Materials necessary

to support maintenance services required for flight

(i.e. discovered during inspection or discrepancy

identified during acceptance flights).). All requirements

for the services shall be requested in writing

by the FAA CO (see para. C.4) and written authorization

in advance.

Acceptance: Upon completion IAW authorized Task Order

Payment: Monthly

OPTION YEAR 2

CLIN*	ITEM DESCRIPTION	Estimated Annual Quantity	Unit Price	Total Price
17.0	Program Management, Design Material Management, and Administration required to support the Beech refurbishment, as described in the PWS and Appendices. The following reports shall be included in the pricing of this CLIN:			\$ _____

	DESCRIPTION	Delivery IAW CDRL
		P001
Agenda	Program Management Review	P002
Report	Technical Interchange Meeting Minutes	P003
List & Form	Material Inventory List and GFP report via DOT Form 4220.43 (IAW CLA 4528)	P004
	Approved Data Package	A003

Delivery of Services: Annually
Acceptance: IAW PWS and CDRLS

Payment: 1/12 of annual fixed price/ month

FIXED PRICE

18.0 Certified Be-300 Interior Enhancement
Per aircraft IAW the PWS para. 9.0.
Aircraft Enhancement will be ordered
by the FAA as required

TOTAL PER YEAR

\$ _____

Estimated

Estimated Aircraft per year == 4 each
Certified enhancement per aircraft = \$ _____

Note: Ordering of this Task is subject
to completion of the certified prototype

Acceptance: Evidenced by certification

Payment: Upon completion

FIXED HOURLY RATE

TOTAL ESTIMATE

\$ _____

- 19.0 Labor to complete restore, refurbish
Or replace assemblies, accessories,
And miscellaneous Equipment in the
Aircraft interior as described in the PWS
Para. 8.0. The CO or designated CO representative
Shall provide authorization to proceed in advance
by task order. Billing and payment shall comply
authorized task order at the established Fixed Hourly
Rate.

FAA Estimated Hours per aircraft = 110
Estimated Aircraft = 4 (four Be-300 aircraft)
Proposed Fixed Hourly Rate \$ _____ per hour

Acceptance: IAW authorized Task Order

Payment: Monthly IAW Task Order Authorization

COST REIMBURSABLE

TOTAL PER YEAR

\$ _____
(FAA Estimate)

- 20.0 Materials Acquired by the Contractor
For the Government
Required and authorized in advance as
replacement parts or materials
supporting the refurbishment
of the Be-300 Aircraft interior enhancement
All materials and equipment acquired
with government funding are property
of the FAA and shall be maintained
IAW Government Furnished Property (GFP)
provisions of the contract.

Payment: Monthly IAW Task Order authorization

COST REIMBURSABLE

TOTAL PER YEAR

\$ 5,000
(FAA Estimate)

- 21.0 Travel requirement described in the PWS
Para. 10.0 when requested by the FAA
And authorized in writing in advance by
The FAA CO. All travel (Transportation and subsistence)
Shall be reimbursed IAW with Federal
Travel Regulation and clause CLA 4531 of this
Contract.

Payment: Upon completion of travel IAW Task Order authorization

22.0 FIXED HOURLY RATE

Over & Above Services

\$ TBD

(FAA Estimate)

Any work outside the scope of the PWS
Required for Aircraft Maintenance and associated
Materials necessary for flight (i.e. discovered
during inspection or discrepancy identified
during acceptance flights).). All requirements
for the services shall be requested in writing
by the FAA CO (see para. C.4) and written authorization
in advance.

Fixed Hourly Rate for Shop Labor

\$ _____

Acceptance: IAW authorized Task Order

Payment: Upon completion

COST REIMBURSABLE

23.0 Over & Above Materials

\$ TBD

Any materials required to support work outside
the scope of the PWS. Materials necessary
to support maintenance services required for flight
(i.e. discovered during inspection or discrepancy
identified during acceptance flights).). All requirements
for the services shall be requested in writing
by the FAA CO (see para. C.4) and written authorization
in advance.

Acceptance: Upon completion IAW authorized Task Order

Payment: Monthly

OPTION YEAR 3

CLIN*	ITEM DESCRIPTION	Estimated Annual Quantity	Unit Price	Total Price
24.0	Program Management, Design Material Management, and Administration required to support the Beech refurbishment, as described in the PWS and Appendices. The following reports shall be included in the pricing of this CLIN:			\$ _____

	DESCRIPTION	Delivery IAW CDRL
		P001
Agenda	Program Management Review	P002
Report	Technical Interchange Meeting Minutes	P003
List & Form	Material Inventory List and GFP report via DOT Form 4220.43 (IAW CLA 4528)	P004
	Approved Data Package	A003

Delivery of Services: Annually
Acceptance: IAW PWS and CDRLS

Payment: 1/12 of annual fixed price/ month

24.0	FIXED PRICE Certified Be-300 Interior Enhancement Per aircraft IAW the PWS para. 9.0. Aircraft Enhancement will be ordered by the FAA as required	TOTAL PER YEAR \$ _____ Estimated
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Estimated Aircraft per year = 4 each
Certified enhancement per aircraft = \$ _____

Note: Ordering of this Task is subject
to completion of the certified prototype

Acceptance: Evidenced by certification

Payment: Upon completion

	FIXED HOURLY RATE	TOTAL ESTIMATE
25.0	<p>Labor to complete restore, refurbish Or replace assemblies, accessories, And miscellaneous Equipment in the Aircraft interior as described in the PWS Para. 8.0. The CO or designated CO representative Shall provide authorization to proceed in advance by task order. Billing and payment shall comply authorized task order at the established Fixed Hourly Rate.</p> <p>FAA Estimated Hours per aircraft = 110 Estimated Aircraft = 4 (four Be-300 aircraft) Proposed Fixed Hourly Rate \$ _____ per hour</p> <p>Acceptance: IAW authorized Task Order</p> <p>Payment: Monthly IAW Task Order Authorization</p>	\$ _____
26.0	<p>COST REIMBURSABLE</p> <p>Materials Acquired by the Contractor For the Government <u>Required and authorized in advance as</u> replacement parts or materials supporting the refurbishment of the Be-300 Aircraft interior enhancement All materials and equipment acquired with government funding are property of the FAA and shall be maintained IAW Government Furnished Property (GFP) provisions of the contract.</p> <p>Payment: Monthly IAW Task Order authorization</p>	<p>TOTAL PER YEAR</p> <p>\$ <u>5,000.00</u> (FAA Estimate)</p>
27.0	<p>COST REIMBURSABLE</p> <p>Travel requirement described in the PWS Para. 10.0 when requested by the FAA And authorized in writing in advance by The FAA CO. All travel (Transportation and subsistence) Shall be reimbursed IAW with Federal Travel Regulation and clause CLA 4531 of this Contract.</p> <p>Payment: Upon completion of travel IAW Task Order authorization</p>	<p>TOTAL PER YEAR</p> <p>\$ <u>1000.00</u> (FAA Estimate)</p>

28.0 FIXED HOURLY RATE

Over & Above Services

\$ TBD

Any work outside the scope of the PWS

Required for Aircraft Maintenance and associated

Materials necessary for flight (i.e. discovered

during inspection or discrepancy identified

during acceptance flights).). All requirements

for the services shall be requested in writing

by the FAA CO (see para. C.4) and written authorization

in advance.

Fixed Hourly Rate for Shop Labor

\$ _____

Acceptance: IAW authorized Task Order

Payment: Upon completion

COST REIMBURSABLE

29.0 Over & Above Materials

\$ TBD

Any materials required to support work outside

the scope of the PWS. Materials necessary

to support maintenance services required for flight

(i.e. discovered during inspection or discrepancy

identified during acceptance flights).). All requirements

for the services shall be requested in writing

by the FAA CO (see para. C.4) and written authorization

in advance.

Acceptance: Upon completion IAW authorized Task Order

Payment: Monthly

OPTION YEAR 4

CLIN*	ITEM DESCRIPTION	Estimated Annual Quantity	Unit Price	Total Price
30.0	Program Management, Design Material Management, and Administration required to support the Beech refurbishment, as described in the PWS and Appendices. The following reports shall be included in the pricing of this CLIN:			\$ _____

	DESCRIPTION	Delivery IAW CDRL
		P001
Agenda	Program Management Review	P002
Report	Technical Interchange Meeting Minutes	P003
List & Form	Material Inventory List and GFP report via DOT Form 4220.43 (IAW CLA 4528)	P004
	Approved Data Package	A003

Delivery of Services: Annually
Acceptance: IAW PWS and CDRLS

Payment: 1/12 of annual fixed price/ month

31.0	FIXED PRICE Certified Be-300 Interior Enhancement Per aircraft IAW the PWS para. 9.0. Aircraft Enhancement will be ordered by the FAA as required	TOTAL PER YEAR \$ _____ Estimated
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Estimated Aircraft per year = 3 each
Certified enhancement per aircraft = \$ _____

Note: Ordering of this Task is subject
to completion of the certified prototype

Acceptance: Evidenced by certification

Payment: Upon completion

FIXED HOURLY RATE

TOTAL ESTIMATE

\$ _____

- 32.0 Labor to complete restore, refurbish
Or replace assemblies, accessories,
And miscellaneous Equipment in the
Aircraft interior as described in the PWS
Para. 8.0. The CO or designated CO representative
Shall provide authorization to proceed in advance
by task order. Billing and payment shall comply
authorized task order at the established Fixed Hourly
Rate.

FAA Estimated Hours per aircraft = 110
Estimated Aircraft = 4 (four Be-300 aircraft)
Proposed Fixed Hourly Rate \$ _____ per hour

Acceptance: IAW authorized Task Order

Payment: Monthly IAW Task Order Authorization

COST REIMBURSABLE

TOTAL PER YEAR

\$ 5,000.00

- 33.0 Materials Acquired by the Contractor
For the Government
Required and authorized in advance as
replacement parts or materials
supporting the refurbishment
of the Be-300 Aircraft interior enhancement
All materials and equipment acquired
with government funding are property
of the FAA and shall be maintained
IAW Government Furnished Property (GFP)
provisions of the contract.

Payment: Monthly IAW Task Order authorization

COST REIMBURSABLE

TOTAL PER YEAR

\$ 1,000.00
(FAA Estimate)

- 34.0 Travel requirement described in the PWS
Para. 10.0 when requested by the FAA
And authorized in writing in advance by
The FAA CO. All travel (Transportation and subsistence)
Shall be reimbursed IAW with Federal
Travel Regulation and clause CLA 4531 of this
Contract.

Payment: Upon completion of travel IAW Task Order authorization

35.0 FIXED HOURLY RATE

Over & Above Services

\$ TBD

Any work outside the scope of the PWS
Required for Aircraft Maintenance and associated
Materials necessary for flight (i.e. discovered
during inspection or discrepancy identified
during acceptance flights).). All requirements
for the services shall be requested in writing
by the FAA CO (see para. C.4) and written authorization
in advance.

Fixed Hourly Rate for Shop Labor

\$ _____

Acceptance: IAW authorized Task Order

Payment: Upon completion

COST REIMBURSABLE

36.0 Over & Above Materials

\$ TBD

Any materials required to support work outside
the scope of the PWS. Materials necessary
to support maintenance services required for flight
(i.e. discovered during inspection or discrepancy
identified during acceptance flights).). All requirements
for the services shall be requested in writing
by the FAA CO (see para. C.4) and written authorization
in advance.

Acceptance: Upon completion IAW authorized Task Order

Payment: Monthly

PART I - SECTION C
DESCRIPTION/SPECS/WORK STATEMENT

C.1 SCOPE OF WORK (JAN 1997)

The contractor shall furnish all required labor, facilities, equipment, materials, installation, repair and/or refurbishment, testing, packing, preservation, and packaging necessary to deliver refurbishment/enhancement services described by the Performance Work Statement for the Hawker Beechcraft 300 Super King Air Aircraft Fleet Performance Work Statement (PWS) (dated September 29, 2009) and Appendix A Technical Specifications attached herein. The services shall meet Federal Aviation Regulation (FAR) 145 requirements and all enhancements shall be certified as described in the PWS.

(See Attached PWS and Appendix A)

C.2 IRREPARABLE ITEMS

(a) A detailed recommendation to the Contracting Officer or designated COTR shall be submitted within 15 days from receipt, when the contractor identifies accessories which are considered to be irreparable. The FAA will make a determination as to the condition of accessory based upon data furnished by the contractor and/or a physical inspection of the unit(s) by designated FAA representative. The Contracting Officer or designated COTR will furnish instructions for the disposition and replacement of the accessory (either government furnished or acquisition) within 10 working days.

C.3 DEFINITION OF APPLICABLE TERMS

(a) "Contracting Officer" (CO) The person authorized on behalf of the Government to negotiate, award, administer and modify contracts. Except for certain limited authority delegated by the CO to a Contracting Officer's Representative (COR), Contracting Officer's Technical Representative (COTR), the CO is the only individual with authority to direct the work of the contractor.

(d) "Contracting Officer's representative (COR)" An authorized Government representative(s) acting within the limits of their delegated authority as authorized in writing by the CO, for representation and management of the contract.

(e) "Contracting Officer's Technical Representative (COTR)" An authorized Government representative(s) acting within the limits of their delegated authority as authorized in writing by the CO, for representation and technical management of the contract.

(f) "Contractor" The term contractor, as used herein, refers to both the prime contractor and any subcontractors. The prime contractor shall be responsible for ensuring that subcontractors comply with provisions of the contract.

(g) "Contract Line Item Number (CLIN)" The CLIN is identifiable and applicable to the appropriate Option Year that is the current working year of the contract.

(h) "Contractor-Acquired Government Furnished Property" – materials, component parts, or equipment acquired or provided by the Contractor paid with Government Funds for which the government has title.

(i) "Completion task order"-- A Task order may take one of two basic forms--completion or term.
(1) The completion task order describes the scope of work by stating a definite goal or target and specifying an end product. This form of contract normally requires the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the negotiated cost, as a condition for payment of the entire firm-fixed-price.

(j) "Performance Work Statement" The document that describes the requirements and technical specifications for services to be performed and standards used to determine that requirements have been met.

(k) "Quality Assurance" Those actions taken by the Government to assure services meet quality standards of the PWS.

(l) "Quality Control" Those actions taken by a contractor to control the processes associated with delivering services to meet the minimum required standards.

(m) "AMS" - FAA Acquisition Management System

(n) "CDRL"--Contract Data Requirements List (CDRL) see SIR Section J, entitled Attachments

(o) "Contractor's Cost"--means the net cost to the contractor (after deducting cash or trade discounts, rebates, commissions and any other allowances and credits available to the contractor, regardless of date purchased, plus properly identified and supported freight or transportation costs) for parts acquired by the contractor for performance under this contract.

(p) "Direct Material"--means those materials, if required, which are not encompassed by the definition of "Indirect Materials."

(q) "Indirect Material" means all expendable supplies and materials, if required, do not become an integrated part of the assembly, accessory, or component. Price of indirect material shall be included in the Hourly Composite Rate.

(r) "Handling Fee"--those cost associated with the general and administrative process of purchasing, receiving, and storage of Government funded materials used for installation on Government Furnished Equipment. Fee shall not include profit as these are 100 percent pass through items order for the government and reimbursed with Government funds.

(s) "Hourly Composite Rate"--includes direct and indirect labor, indirect material, management overheads and profit. Payment under the applicable labor rate will be computed by multiplying the Direct Labor Hours expended by the Hourly Composite Rate. The amounts payable for fractional parts of an hour may be prorated by fractions or increments not less than one-tenth (1/10) of one hour. This is the rate that is shown in Section B, Schedule.

(t) "Contractor-Furnished Materials"--means property, fabricated, or otherwise provided by the contractor in the performance of the contract.

(u) "Irreparable" means a condition where an item cannot be returned to service in accordance with the applicable manufacturer's overhaul limits and instructions and/or pertinent regulations of the Federal Aviation Administration.

(v) "New, Unused Parts" means serviceable parts that have never been used, which conform to current production standards and which are intended for replacement for like irreparable parts.

(w) "Out-of-Plant Services" means those services performed for the contractor by its vendor, processor or subcontractor, such as special grinding, plating or similar rework processes, on components or parts removed from the Government-owned reparable items.

(x) "Overhaul" means (1) the complete disassembly of the contract items listed in Section B including every assembly, subassembly and part; (2) the cleaning of each part and its inspection for serviceability; (3) the repair or rework of each reparable part and the replacement of each irreparable part; (4) the reassembly, calibration, as necessary, testing and inspection; (5) the marking and finishing of the exterior, where required; and (6) the preservation, packing and packaging, as required.

(y) "Reparable" means the condition of an item which can be returned to service after repair or rework in accordance with procedures, tolerances and limits established by the overhaul and repair instructions issued by the item manufacturer, or as otherwise authorized under the provisions of the Federal Aviation Regulations.

(z) "Serviceable" means the condition of an item in a good state of preservation that can be placed in service in accordance with applicable manufacturer's overhaul limits and instructions and/or pertinent regulations of the Federal Aviation Administration without repair.

(aa) "Test" means a test or check of equipment in its operational (or functional) environment, using equipment, procedures, and limits specified in applicable authorized manufacturer publications, manuals, and specifications and technical orders or FAA authorized changes in procedures and limits.

C.4 SERVICEABLE AND IRREPARABLE ITEMS (JAN 1997)

CLA.1202

(a) In the event the contractor receives Government-owned units which are considered to be either (1) serviceable as received or (2) irreparable, he shall furnish a detailed recommendation to the Contracting Officer

within 15 calendar days after receipt of the unit(s). The Contracting Officer will make a determination as to the condition of the unit(s) based upon data furnished by the contractor and/or a physical inspection of the unit(s) by authorized Government personnel.

(b) The Contracting Officer will furnish disposition instructions for serviceable/irreparable units and the contractor shall be entitled to be paid only the appropriate fee for inspection and/or testing as specified under Part I - Section B.

(c) Failure to agree to the condition of the units shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled Contract Disputes, AMS 3.9.1-1.

C.5 ADDITIONAL WORK (JAN 1997)

CLA.1226

(a) The contractor shall furnish, when so directed by the Contracting Officer, additional maintenance in Section B items which is not otherwise included in the specifications herein. Such maintenance may include any functions defined as maintenance in Federal Aviation Regulations (FAR) 145. "Additional maintenance" also includes the accomplishment of airworthiness directives, service bulletins, manual revisions, etc., issued after the date of solicitation issuance, and labor expended in the teardown and inspection of units deemed irreparable in accordance with the article "Irreparable Contract Items."

(b) Payment for additional work will be based on the hourly composite rate shown in Section B, or, if there is no hourly composite rate, the amount of reimbursement will be subject to negotiation.

C.5 RESIDUAL CONTRACTOR INVENTORY (JAN 1997)

CLA.1313

If there are parts, material or supplies which are obtained by the contractor but are not furnished, installed, or consumed in the performance of this contract, such items shall not be paid for by the Government. Such parts shall be kept separate from any Government-furnished property, at all times, and shall remain the property of the contractor.

C.6 OVERHAUL MANUALS (JAN 1997)

CLA.1316

The contractor shall possess, or obtain at its own expense, all applicable manufacturer's manuals and other technical data, except for FAA-published technical data which will be furnished by the Government at no cost.

3.10.5-1 PRODUCT IMPROVEMENT/TECHNOLOGY ENHANCEMENT (April 1996)

(a) At any time during the performance of a contract, a Contractor may submit, or the FAA may solicit product improvement/technology enhancement proposals for FAA review. Contractors are encouraged to discuss product improvement/ technology enhancement ideas with the FAA prior to preparing and submitting a formal proposal. These proposals should suggest methods for performing more economically and/or methods for incorporating emerging technology. Changes may be proposed to save money, to improve performance or reliability, to save energy or space, to satisfy increased data processing requirements, to incorporate technological advances in software, or for other technical or business reasons that the Contractor believes may be advantageous to the FAA. Discontinuance of equipment is subject to negotiations and to the FAA's written approval prior to the introduction of a substitute product.

(b) The Government is not liable for product improvement/technology enhancement proposal preparation costs or any delay in acting upon any proposal. The Contractor has the right to withdraw, in whole or in part, any proposal not accepted by the FAA within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance or rejection of a proposed change is final and not subject to dispute. Proposals will be valid for a reasonable period of time but not less than 30 days.

(c) The FAA may approve any proposed change either, in whole or in part, and, if approved, the change will be incorporated into the contract by mutual agreement. The contract modification will include an equitable adjustment for the resultant costs or savings, if any, and modify any other affected provision of the contract, if any. Until the effective date of the modification, the Contractor shall perform in accordance with the existing contract.

(d) As a minimum, the following information should be submitted by the Contractor with each proposal. The extent and detail provided should be proportionate to the complexity and/or value of the proposed change.

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;

(2) A discussion of the functions of systems, equipment, facilities, services and supplies for the purpose of achieving the essential functions at the lowest life cycle cost and consistent with required performance, reliability, quality, and safety;

(3) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;

(4) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;

(5) An evaluation of the effects the proposed change would have on collateral costs to the Government, such as FAA-furnished property costs, costs of related items, and costs of maintenance and operation;

(6) A statement of the time by which work must begin on change so as to obtain the maximum benefits of the changes during the remainder of the contract;

(7) A statement of the effect on the contract completion date or delivery schedule; and

(8) A reasonable method for sharing in the proposed savings, if any, if the proposed change would result in a reduction in the overall life cycle costs. (

PART I - SECTION D - PACKAGING AND MARKING

NA

PART I - SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE (JAN 1997)

CLA.1901

(a) Source inspection of the material by an authorized representative of the Federal Aviation Administration shall be made prior to shipment at the contractor's plant in accordance with the contract terms and conditions. The contractor shall give the Contracting Officer notice at least 15 working days prior to readiness for inspection. Such notice shall include FAA delivery order number, FAA contract number and date of proposed inspection. The contractor shall indicate in the following space the location of the plant where the material will be available for inspection.

Plant _____

Location _____

(b) Final inspection at destination shall be ONLY for damage in transit, quantity, item substitution, and visual defects.

(c) Final acceptance shall be at destination.

(d) The provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled:

"Inspection of Supplies--Cost Reimbursement" (AMS 3.10.4-3) April 1996

"Inspection of Services -- Fixed-Price and Cost Reimbursement (AMS.3.10.4-4) April 1996

"Inspection--Time-and-Material and Labor-Hour (AMS 3.10.4-5) April 1996

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.4-3 Inspection of Supplies--Cost Reimbursement (April 1996)

3.10.4-4 Inspection of Services--Both Fixed-Price & Cost Reimbursement (April 1996)

3.10.4-5 Inspection – Time and Material and Labor-Hour (April 1996)

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 DELIVERY SCHEDULE (SUPPLIES) (JANUARY 1997) **CLA.0118R**

(a) The Government desires and requires delivery of the supplies under this contract within the number of calendar days stated below beginning on the date of contractor's receipt of aircraft for installation at vendor's site:

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Line Item(s)	Qty to be (a)Delivered	Delivery Time (b) Desired	Delivery Time (c)Proposed	Delivery Time (d) Required
Certified Enhancement Prototype For the Aircraft	1	180 Days ARO	_____ ARO	210 Days ARO
*Delivery Order for Certified Aircraft Enhancement Services (per aircraft)	1	45 Days ARO	_____ ARO	70 Days ARO

*Contingent upon vendor successful completion and certification of the Prototype.

(b) If the offeror is unable to meet the DESIRED delivery schedule set forth in column (b) above, he may enter in column (c) the delivery schedule he is prepared to meet. Specifically, should the Government determine such proposed delivery schedule to be unacceptable the Government reserves the right to award to an offeror submitting other than the lowest offer as to price, if such action will provide an acceptable delivery and is determined to be in the best interests of the Government. In addition, the Government reserves the right to award under either the REQUIRED delivery time(s) or the proposed delivery time(s), when an offeror offers an earlier delivery time than required in column (5) above. If the offeror proposes no other delivery time(s), the DESIRED delivery time(s) in column (3) will apply.

F.2 AUTHORIZED PERFORMANCE (JAN 1997)

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.3 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (JANUARY 1997)
CLA.1137

(a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

(c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

F.4 CONTRACT PERIOD (JANUARY 1997)

CLA.1604

The effective period of this contract is date of award for one year.

F.5 ACCELERATED DELIVERY (JANUARY 1997)

CLA.1817

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)
- 3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)
- 3.10.1-24 NOTICE OF DELAY (NOVEMBER-1997)
- 3.11-53 FOB POINT FOR DELIVERY OF GOVERNMENT FURNISHED PROPERTY (APRIL 1999)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 OPTION TO EXTEND SERVICES (JANUARY 1997)

CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.2 INVOICING PROCEDURES - GENERAL (JANUARY 2002)**CLA.0135R**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to: FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

(2) One copy to: FAA, Mike Monroney Aeronautical Center
Contract Management Team (AMQ-340)
P.O. Box 25082
Oklahoma City, OK 73125

(3) Two copy to: FAA, Mike Monroney Aeronautical Center
Aviation Systems Standards
Hanger 8 Room 207 (AJW-332)
P.O. Box 25082
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable delivery order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.

G.3 IDENTIFICATION/DELIVERY OF GOVERNMENT PROPERTY CLA.1401 (JANUARY 1997)

Within 30 calendar days after award an aircraft (Government-owned property) will be furnished to the contractor for use in the performance of this contract. Miscellaneous equipment may be on each aircraft. The miscellaneous equipment is listed on Appendix B. The FAA Be-300 fleet to be serviced with enhancement/refurbishment is listed below.

<u>Identification Number</u>	<u>Description</u>	<u>Quantity</u>	<u>Acquisition Cost</u>
N-66	Be-300 aircraft	1 each	\$3,140,025.00
N-67	Be-300 aircraft	1 each	\$3,140,025.00
N-68	Be-300 aircraft	1 each	\$3,140,025.00
N-69	Be-300 aircraft	1 each	\$3,140,025.00
N-70	Be-300 aircraft	1 each	\$3,140,025.00
N-71	Be-300 aircraft	1 each	\$3,140,025.00
N-72	Be-300 aircraft	1 each	\$3,140,025.00
N-73	Be-300 aircraft	1 each	\$3,140,025.00
N-74	Be-300 aircraft	1 each	\$3,140,025.00

N-75	Be-300 aircraft	1 each	\$3,140,025.00
N-76	Be-300 aircraft	1 each	\$3,140,025.00
N-77	Be-300 aircraft	1 each	\$3,140,025.00
N-78	Be-300 aircraft	1 each	\$3,140,025.00
N-79	Be-300 aircraft	1 each	\$3,140,025.00
N-80	Be-300 aircraft	1 each	\$3,140,025.00
N-81	Be-300 aircraft	1 each	\$3,140,025.00
N-83	Be-300 aircraft	1 each	\$3,140,025.00
N-84	Be-300 aircraft	1 each	\$3,140,025.00

G.4 GOVERNMENT PROPERTY REPORTS (JANUARY 1997)

CLA.4528r

(a) The Contractor shall prepare a quarterly report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than the 15 day (January, April, July, Oct.) on Form DOT F 4220.43, Contractor Report of Government Property.

G.5 WARRANTY - COMMERCIAL PRODUCTS AND SERVICES (JUN 2006)

CLA.4529

The contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JANUARY 2008)

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DESIGN REVIEW/ACCEPTANCE AND MODIFICATION APPROVAL

The requirements for the design are described in the PWS and Appendix Technical Specification. Any deviation from FAA written approval of the design shall require the submittal of a change proposal by the Contractor to the FAA Contracting Officer. The proposed change is subject to the review and approval by FAA AJW-300, and discussions and negotiation by the Contracting Officer. The agreed upon change will be incorporated by contract modification issued by the Contracting Officer.

H.2 CONTRACTOR QUALIFICATION:

In order to be considered qualified to furnish the required services, each offeror shall meet the applicable requirements of the Federal Aviation Regulations for return to service of the items serviced. This includes a quality control system which conforms to Federal Aviation Regulations Part 145.

**H.3 AGREEMENT TO PARTICIPATE IN ALTERNATIVE
DISPUTE RESOLUTION (APRIL 1998)**

CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to

(c) the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.4 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006) CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

**H.5 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT
WORK (SEPTEMBER 2006) CLA.4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

PART II-SECTION I CONTRACT CLAUSES

I.1 CEILING PRICE (JAN 1997)

CLA.0120

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each delivery order issued hereunder and will vary depending on the work to be performed.

I.2 SAVE HARMLESS AND INDEMNITY AGREEMENT (JANUARY 1997) CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

AMS 3.2.4-16 ORDERING (OCTOBER 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award for one year, and through option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

AMS 3.2.4-17 ORDER LIMITATIONS (OCTOBER 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$350,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of NA aircraft;

(2) Any order for a combination of Aircraft in excess of 5 aircraft; or

(3) A series of orders from the same ordering office within 365 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

AMS 3.2.4-19 REQUIREMENTS (OCT 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor

shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 1 year from date of award (unless exercised by option).

AMS 3.2.4-20 INDEFINITE QUANTITY (JULY 1996)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 72 days from end of contract term.

AMS 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the end of the contract order period; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

AMS 3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 1996)

Funds are not presently available for performance under this contract beyond 09/30/2010. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond 09/30/2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

AMS 3.3.1-14 LIMITATION OF FUNDS (April 1996)

(APPLICABLE TO ALL COST REIMBURSABLE CLINS)

(a) The parties estimate that performance of this contract will not cost the FAA more than:

(1) the estimated cost specified in the "Schedule" or,

(2) if this is a cost-sharing contract, the FAA 's share of the estimated cost specified in the "Schedule".

The Contractor agrees to use its best efforts to perform the work specified in the "Schedule" and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the FAA 's and the Contractor's share of the cost.

(b) The "Schedule" specifies the amount presently available for payment by the FAA and allotted to this contract, the items covered, the FAA's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the FAA will allot additional funds incrementally to the contract up to the full estimated cost to the FAA specified in the "Schedule", exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the FAA under the contract approximates but does not exceed the total amount actually allotted by the FAA to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of:

(1) the total amount so far allotted to the contract by the FAA or,

(2) if this is a cost-sharing contract, the amount then allotted to the contract by the FAA plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the "Schedule".

(d) Sixty days before the end of the period specified in the "Schedule", the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the "Schedule" or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the "Schedule" or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the "Termination" clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The FAA is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the FAA to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the "Termination" clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the FAA or, (ii) if this is a cost-sharing contract, the amount then allotted by the FAA to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the FAA has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the FAA to this contract.

(g) The estimated cost shall be increased to the extent that:

(1) the amount allotted by the FAA or,

(2) if this is a cost-sharing contract, the amount then allotted by the FAA to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the "Schedule."

If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the "Schedule."

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the FAA to this contract. In the absence of the specified notice, the FAA is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the FAA to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the FAA to the contract is increased, any costs the Contractor incurs before the increase that are in excess of

(1) the amount previously allotted by the FAA or,

(2) if this is a cost-sharing contract, the amount previously allotted by the FAA to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the FAA specified in the "Schedule", unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the FAA to terminate this contract. If this contract is terminated, the FAA and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the FAA does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the "Schedule" equaling the percentage of completion of the work contemplated by this contract.

AMS 3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JANUARY 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

AMS 3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER/CENTRAL CONTRACTOR REGISTRATION (OCTOBER 2005)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for:

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and:

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

AMS 3.3.1-36 AVAILABILITY OF FUNDS - OPTION PERIODS UNDER A CONTINUING RESOLUTION (APRIL 2008)

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

AMS 3.6.2-39 TRAFFICKING IN PERSONS (JANUARY 2008)

(a) Definitions:

“Coercion,” as used in this clause, means:

- (i) Threats of serious harm to or physical restraint against any person;
- (ii) Any Scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (iii) The abuse or threatened abuse of the legal process.

"Commercial sex Act," as used in this clause, means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage," as used in this clause, means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee," as used in this clause, means an employee of a contractor or subcontractor directly engaged in the performance of work under a FAA contract.

"Involuntary servitude," as used in this clause, means a condition of servitude induced by means of:

(i) Any scheme, plan, or pattern intended to cause a person to believe that if the person did not enter into or continue in such conditions, that person or another person would suffer harm or physical restraint; or

(ii) The abuse or threatened abuse of the legal process.

"Severe trafficking of persons," as used in this clause, means:

(i) Sex trafficking in which a commercial sex act is induced by force, fraud, coercion, or in which the person induced has not attained 18 years of age; or

(ii) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through force, fraud, or coercion for the purpose of involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking," as used in this clause, means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) The contractor will establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking of persons, procurement of sexual acts, or use forced labor in the performance of this contract.

(c) The contractor will take action to ensure that all contractor and subcontractor employees are aware of laws, regulations, and policies, to include actions taken by the contractor if violated, regarding severe forms of trafficking of persons, procurement of sexual acts, or use of forced labor.

(d) The contractor must notify the contracting officer of:

(1) Any information it receives that alleges an employee or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against the employee or subcontractor employee.

(e) In addition to other remedies available to the FAA, the contractor's failure to comply with the requirements of this clause may render the contractor subject to:

(1) Required removal of a contractor or subcontractor employee from the performance of the contract;

(2) Suspension of contract payments;

(3) Loss of award fee for the period of noncompliance;

(4) Termination for default; or

(5) Suspension or debarment.

(f) The contractor must include the substance of this clause in all subcontracts for performance of work under a FAA contract.

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-2		ORGANIZATIONAL CONFLICTS OF INTEREST	August 1997
3.1.7-5		DISCLOSURE OF CONFLICTS OF INTEREST	February 2009
3.1.8-1		CANCELLATION RECISION AND RECOVERY	September 2000
3.1.8-2		PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	September 2000
3.2.2.3-33		ORDER OF PRECEDENCE	July 2004
3.2.2.3-75		REQUESTS FOR CONTRACT INFORMATION	July 2004
3.2.2.7-6		PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	April 1996
3.2.2.7-8		DISCLOSURE OF TEAM ARRANGEMENTS	April 2008
3.2.4-34		OPTION TO EXTEND SERVICES	April 2006
3.2.5-1		OFFICIALS NOT TO BENEFIT	April 1996
3.2.5-3		GRATUITIES OR GIFTS	January 1999
3.2.5-4		CONTINGENT FEES	October 1996
3.2.5-5		ANTI-KICKBACK PROCEDURES	October 1996
3.2.5-7		DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	June 1999
3.2.5-8		WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES	April 1996
3.2.5-14		DISPLAY OF HOTLINE POSTER(S)	April 2008
3.3.1-1		PAYMENTS	April 2006
3.3.1-5		PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS	April 2001
3.3.1-6		DISCOUNTS FOR PROMPT PAYMENT	April 1996
3.3.1-8		EXTRAS	April 1996
3.3.1-9		INTEREST	September 2009
3.3.1-10		AVAILABILITY OF FUNDS	April 1996
3.3.1-15		ASSIGNMENT OF CLAIMS	April 1996
3.3.1-17		PROMPT PAYMENT	September 2009
3.3.2-1		FAA COST PRINCIPLES	October 1996
3.4.1-12		INSURANCE	July 1996
3.4.2-6		TAXES --- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	October 1996
3.4.2-8		FEDERAL, STATE, AND LOCAL TAXES--SEALED BID AND CERTAIN NEGOTIATED CONTRACTS	April 1996
3.5-1		AUTHORIZATION AND CONSENT	January 2009
3.5-2		NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	January 2009
3.5-13		RIGHTS IN DATA - GENERAL	January 2009
3.5-13 ALT V		RIGHTS IN DATA	January 2009
3.6.1-2		NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	July 2006
3.6.1-3		UTILIZATION OF SMALL DISADVANTAGED	September 2001

		AND WOMEN-OWNED , AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS	
3.6.1-4		SMALL, SMALL DISADVANTAGED WOMEN-OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN	April 2007
3.6.1-7		LIMITATIONS ON SUBCONTRACTING	July 2008
3.6.1-9		MENTOR PROTÉGÉ PROGRAM	October 2006
3.6.1-11		MENTOR REQUIREMENTS AND EVALUATION	October 2006
3.6.2-4		WALSH-HEALY PUBLIC CONTRACTS ACT	April 1996
3.6.2-9		EQUAL OPPORTUNITY	August 1998
3.6.2-12		AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	April 2007
3.6.2-13		AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	APRIL 2000
3.6.2-14		EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA	APRIL 2007

3.6.2-28		SERVICE CONTRACT ACT OF 1965, AS AMENDED	APRIL 1996
3.6.2-30		FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT --- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	April 1996
3.6.2-35		PREVENTION OF SEXUAL HARASSMENT	AUGUST 1998
3.6.2-37		NOTIFICATION OF EMPLOYEES RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	APRIL 2007
3.6.2-41		EMPLOYMENT ELIGIBILITY VERIFICATION	SEPTEMBER 2009

3.6.3-2		CLEAN AIR AND CLEAN WATER	April 1996
3.6.3-11		TOXIC CHEMICAL RELEASE REPORTING	April 2008
3.6.3-16		DRUG FREE WORKPLACE	Jan 2004
3.6.4-2		BUY AMERICAN ACT -SUPPLIES	July 1996
3.6.4-10		RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	April 1996
3.9.1-1		CONTRACT DISPUTES	September 2009
3.9.1-2		PROTEST AFTER AWARD	August 1997
3.10.1-7		BANKRUPTCY	April 1996
3.10.1-12		CHANGES--FIXED-PRICE	April 1996
3.10.1-25		NOVATION AND CHANGE-OF-NAME AGREEMENTS	October 2007
3.10.3-1		DEFINITIONS	April 2004
3.10.3-2		GOVERNMENT PROPERTY BASIC CLAUSE	April 2004
3.10.3-2alt 1		GOVERNMENT PROPERTY BASIC CLAUSE ALTERNATE	April 2004
3.10.3-2alt II		GOVERNMENT PROPERTY BASIC CLAUSE	April 2004

		ALTERNATE	
3.10.6-1		TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	October 1996
3.10.6-3		TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	October 1996
3.10.6-4		DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	October 1996

PART III - SECTION J - LIST OF ATTACHMENTS

<u>Attachment</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Performance Work Statement Appendix A – Technical Specification Appendix B – Miscellaneous Government Furnished Property (Equipment)	September 29, 2009	21
2	Contractor Data Requirements List CDRL P001- P004 CDRL A001- A015		21
3	AVN-300 CONTINUING ANALYSIS AND SURVEILLANCE PROGRAM CONTRACTOR/VENDOR CHECKLIST		4
4	Department of Labor Wage Determination	TBD	

FEDERAL AVIATION ADMINISTRATION
BUSINESS DECLARATION

1. Name of Firm: _____
2. Address of Firm: _____
3. Telephone/ Number of Firm: _____ Facsimile Number of Firm: _____
4. (a) Name of Person Making Declaration: _____
 (b) Telephone _____
 (c) Position Held In The Company: _____
5. Controlling Interest In Company (☒ All Appropriate Boxes)
 (☐) Black American (☐) Hispanic American (☐) Native American (☐) Asian American
 (☐) Female-Non Minority (☐) Male-Non Minority (☐) Female (☐) Male
 (☐) 8(a) Certified (Certification Letter Attached)
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision-making, including but not limited to financial and management decisions? (☐) Yes (☐) No
 If No, provide the name/telephone # of the person who has this authority: _____
7. Nature of Business—Specify major services/products. _____
8. (a) Years the firm has been in business: _____ (b) No. of Employees: _____
9. Type of Ownership: (☐) Sole Ownership (☐) Partnership (☐) Other/Explain Below:

10. Gross receipts of the firm for the last three years: Year Ending _____ Gross Receipts \$ _____
 Year Ending _____ Gross Receipts \$ _____ Year Ending _____ Gross Receipts \$ _____
11. Offeror must provide their Tax Identification Number (TIN) or Employer Identification Number (EIN) or Social Security Number (SSN):

12. Offeror must provide their **Data Universal Numbering System (DUNS)** number: _____

Privacy Act Statement: The DUNS and TIN/EIN/SSN are required to comply with the reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure to provide the information may exclude you from doing business with the Federal Aviation Administration.

13. Is the firm a small business? Yes _____ No _____

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING (Name of Business) _____
 ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM
 SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C. 1001.

Signature: _____ Date: _____

Name/Title: _____

K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000) CLA.0126

(1) The North American Industry Classification System (NAICS) code for this acquisition is 33641 Aerospace Product and Parts Manufacturing.

(2) The small business size standard is 1,500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION
CLA.4532 (MAR 1999)**

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

AMS 3.2.2.3-2 MINIMUM OFFER ACCEPTANCE PERIOD (JUL 2004)

(a) Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 90 calendar days

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within: The acceptance period stated in paragraph (c) of this provision; or Any longer acceptance period stated in paragraph (d) of this provision.

AMS 3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JULY 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country)

AMS 3.2.2.3-15**AUTHORIZED NEGOTIATORS (JULY 2004)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this submittal: [list names, titles, and telephone numbers of the authorized negotiators].

NAME: _____ TITLE: _____ TELEPHONE NO: _____

AMS 3.2.2.3-23**PLACE OF PERFORMANCE (JUL 2004)**

(a) The offeror (you), in fulfilling any contract resulting from this SIR,
☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information: Place of Performance
 : Name of owner and operator, if other than the owner

Place of Performance
 (Street, Address, City,
 County, State, Zip Code)

Name and Address of Owner
 and Operator of the Plant or
 Facility if Other than Offeror

AMS 3.2.2.3-70 TAXPAYER IDENTIFICATION (JULY 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____

(d) Corporate Status.

of ☐ Corporation providing medical and health care services, or engaged in the billing and collecting payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

under ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of Clause)

AMS 3.2.2.3-76 REPRESENTATION-RELEASE OF CONTRACT INFORMATION (JUL 2004)

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(b) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION—

The offeror (you) represents that—(1)☐ You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)☐ You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that ☐ your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that—

(1)☐ You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and

(2)☐ As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

3.2.2.7-7 Certification Regarding Responsibility Matters (February 2009)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal

criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a

determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

AMS 3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (APR 2006)

In accordance with AMS Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____
 Title: _____
 Phone Number: _____

AMS 3.6.2-3 WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATION (JAN 1998)

The offeror represents as a part of this offer that the offeror:

is ☐ or is not ☐ a regular dealer in, or is ☐ or is not ☐ a manufacturer of, the supplies offered.

AMS 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1996)

The offeror represents that—

(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

AMS 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APR 1996)

The offeror represents that-

(a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

3.6.3-10 Certification of Toxic Chemical Release Reporting (April 2009)

(a) Pursuant to Executive Order 13423, the offeror must execute this certification as a prerequisite for making or entering into this contract.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g), and PPA section 6607; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [The offeror to check each block that is applicable.]

___(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding Northern American Industry Classification System (NAICS) sectors:

(a) Major group code 10 (except 1011, 1081, and 1094).

(b) Major group code 12 (except 1241).

(c) Major group code 20 through 39.

(d) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power distribution in commerce).

(e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent services on a contract or fee basis); or

___(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

AMS 3.6.4-15 BUY AMERICAN ACT CERTIFICATE (JUL 1996)

- (a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product

Country of Origin

[list as necessary]

(b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

**AMS 3.6.4-17 BUY AMERICAN ACT—NAFTA IMPLEMENTATION ACT-BALANCE PAYMENTS
OF CERTIFICATE (JUL 1996)**

(a) The offeror certifies that each end product or service, except as listed below, is a domestic end product or service (as defined in the clause "Buy American Act-NAFTA Implementation Act-Balance of Payments Program") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product Country of Origin

[list as necessary]

(b) Under certain circumstances, offers of North American Free Trade Agreement (NAFTA) country end products (as defined in the clause "Buy American Act-North American Free Trade Agreement Act Implementation Act-Balance of Payments") will be given the same preference as domestic end products. To obtain this preference, offerors must identify below those end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products

Excluded End NAFTA Country of Origin
Product

[list as necessary]

(c) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.
(End of provision)

3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.5-2		INDEPENDENT PRICE DETERMINATION	October 1996
3.6.2-5		CERTIFICATION OF NONSEGREGATED FACILITIES	February 2009

PART IV - SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS

(a) This is a competitive acquisition and is set aside for SMALL BUSINESSES that meet the size standard shown in Section K above. Vendors must provide with their proposals, the SIR business declaration including their DUNS. Sources must be CCR registered identifying the ORCA Business size for the offeror submitting the proposal (prime contractor). Offerors who fail to respond with the requested information will be considered nonresponsive offerors and will not be considered for technical evaluation or award.

(b) The acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(c) Registration in CCR is required to be eligible for award, and complete written proposal submissions are required. Additional instructions are provided in Sections L and M. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals.

(d) The process will involve the evaluation of your submittal, and the individual volumes representing qualifications, the proposed management and technical approach, and costs/price to perform the PWS requirements. The evaluations will permit the FAA to select an offeror whose submission is determined to be the "best value" to the FAA.

(e) Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other offerors, since communications may be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

(f) Award may be made from the formal Screening Information Request (SIR) without further discussions/negotiations.

L.2 PRE-PROPOSAL CONFERENCE

(a) Prospective offerors are invited and strongly encouraged to attend a pre-proposal conference to be held at the Mike Monroney Aeronautical Center, 6500 S. MacArthur Blvd, OKC, OK (Hanger 8, Bldg 9). The conference will be held Oct. 21, 2009, local time, for the purpose of clarifying the requirement, permit general discussions regarding this solicitation, and tour of the aircraft. The conference will begin at 9:00 AM until 12:00 P.M.

(b) Offerors should provide a list to the Contracting Officer of two representatives (limited) who plan to be attendance. The list should include each individual's name, title, phone number and name of the company represented (also include name of the company with which affiliated if a team member or subcontractor). This information should be furnished not later than close of business, Oct. 14, 2009. Offerors should submit written questions to the Contracting Officer no later than Oct. 14, 2009, so that they can be placed on the agenda for discussion. Specific sites in the solicitation or an of the attachments are requested, if applicable, to ensure that the question is adequately addresssed and to ensure that a change may be accurately considered. Responses to this provision may be made electronically to Avis.Franklin@faa.gov or by facsimile to AMQ-310, Avis Franklin, (405-954-7836). Remarks, explanations, or answers to questions provided at the conference shall not qualify the solicitation terms unless such remarks, explanations, or answers are in the form of a formal written amendment to the solicitation.

(c) Upon conclusion of the pre-proposal conference, offerors will be permitted to submit written questions regarding the SIR/RFO or other issues directly related to the procurement. The FAA will provide responses to questions submitted in writing at the pre-proposal conference within seven workdays of the conference.

L.3 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS PART I – WRITTEN DOCUMENTATION

(a) The titles and contents of the volumes should be as defined in Table 1 of this document along with the required number of copies. Each volume should be submitted in an individual binder/folder.

(b) Common items for each volume are:

Margins. No smaller than one (1) inch around the perimeter of each sheet of paper.

Page Printing. Printing may be on one side only. If printing is on both sides of the paper it will be counted as two (2) pages. Double spacing, Font: no smaller than 12 point

Volume/Page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page. All volumes should be marked "Procurement Sensitive." (Exception: SIR). All volumes should be separately bound in three-ring, loose-leaf binders.

(d) Each offeror will submit information identified in the volumes as set forth in Table 1 below. The data submitted should be complete, concise and relevant to the requirements of the SIR and are required to be submitted in the format outlined below. Proposals that are received that do not follow the format stated below may be determined to be unacceptable and shall be removed from further consideration for award.

<u>Volume</u>	<u>Title</u>	<u>Copies</u>	<u>Page Limit</u>
I	CONTRACT/SIR DOCUMENTATION	1 (The SIR Form and attached pages)	61

The SIR form to be returned is a completed copy of all pages of the solicitation document, (without attachments) from page 1 through solicitation Section M. Make sure all clauses that require contractor fill-in are completed.

II	QUALIFICATION PROPOSAL	5	NA
III	TECHNICAL PROPOSAL This volume will provide plans, descriptive literature and all documentation	5	100
IV	COST/PRICE PROPOSAL (TO IDENTIFY CLIN COST/PRICE, ANNUAL TOTAL, FIVE YEAR TOTAL, AND TRANSPORTATION COST)	1 plus 1 CD	unlimited

L.4 CONTRACT/SIR DOCUMENTATION – Volume I.

This volume will provide information to the FAA for preparing the contract document and supporting file. Offerors' must complete and sign and date Section A, Solicitation, Offer and Award (SF33); Section B, Supplies or Services and Prices/Costs; all required clause fill-in, Section K - Representations and Certifications, the business declaration (ref. SECTION J Attachments). with all required information and signatures. Completion of these documents indicates that the offeror has read and agrees to the terms and conditions contained in RFO Sections A through M and the attachments. The FAA may consider offerors who take exception to the terms and conditions of RFO Sections A through M to be unacceptable and therefore ineligible for award, and such offerors may not be given the opportunity to revise their offers. The CO will review the proposal for responsiveness, and responsibility.

L.5 QUALIFICATION PROPOSAL - Volume II

The Offeror shall include information, certificates, and descriptive literature to validate the qualifications below. The FAA technical team will conduct the initial review of the contents to confirm the qualifications. Offerors who do not submit documentation to validate the qualifications will be notified that the proposal will not be considered in the technical evaluation.

Qualification Issue 4.1 -- A copy of vendor's Air Agency Certificate showing that the facility being proposed for the work to be done currently has the appropriate Federal Aviation Regulation (FAR) Part 145 ratings for the requirements under the Statement of Work to be accomplished.

Qualification Issue 4.2 Repair Facility site; (1) Offeror must provide documentation and proof of runway meeting a minimum length of 5,000 feet, (2) Offeror must provide documentation and proof of secured covered aircraft storage to Hangar two FAA-Be-300 aircraft, and (3) Storage Space for Government Furnished Property meeting the requirements of the SIR Section I, Clause 3.10.3-2.

Qualification Issue 4.3 SPECIAL STANDARDS OF RESPONSIBILITY: Vendors must submit with this volume proof of Insurance (quote or statement from insurer) showing a rider for the Property Damage in the amount of \$3,200,000 per aircraft for the FAA's Be-300 when in their possession.

NOTE: The required proof of insurance represents a "SPECIAL STANDARD OF RESPONSIBILITY". All vendors will be required to provide proof of Insurance showing a rider for FAA recovery of all cost of damage

to any FAA Aircraft when in the possession of the contractor in accordance with Section H, Clause H.1 Special Insurance Requirement - Government Owned Property". Insurance coverage shall be no less than \$3,200,000/per aircraft. Failure to provide proof of insurance will result in a determination of non responsibility/ and or contract termination (when no proof of insurance can be validated during the performance period).

L.6 TECHNICAL PROPOSAL - Volume III

This volume will address the following technical factors. The factors will be evaluated and rated by the Technical Evaluation Team IAW the Rating Scale and criteria in Section M.

Technical Factor 1: Program Management Plan--

Contractor is required to submit a Program Management Plan (PMP) that illustrates the work breakdown structure for accomplishing the resource management (material and personnel) prototype schedule, and describes the intended certification approval. The plan must include the lines of authority and assignment of resources that will be utilized to manage materials and monitor quality control for the integration of all functional areas (e.g., management, engineering, design, development, integrated logistics, materials, materials storage, hardware, software, testing, technical support, etc.). The submittal shall include Administration and reporting required to accomplish the PWS requirements, demonstrate a knowledge of necessary resources, methodology, experience, and identify a commitment to the design, modification, installation, testing, and certification necessary to accomplish the certification of the FAA's Beech King Air (Be-300) Fleet.

Technical Factor 2: Master Certification Plan

Contractor is required to submit the Master Certification Plan that illustrates the work breakdown structure for accomplishing the delivery of the approved prototype data package and return to service of the prototype aircraft. The certification plan must identify the type certification that will be obtained, describe the resources required to obtain the certifications, and describes the coordination necessary to meet milestones. The Master Certification Plan must describe the coordination and integration for the enhancement areas to specifically include the Acoustic Enhancement and installation, cockpit enhancement and installation, cabin enhancement and refurbishment of miscellaneous equipment. The plan must describe the planned approach for development of the Data Package and the associated packages required to support each of the 17 additional FAA aircraft when ordered.

Technical Factor 3: Technical Factor 3-- Vendor experience

Offeror's must provide (with the technical proposal) an example of three (3) prior contracts/requirements in the past 8 years of similar complexity of work requiring Aircraft interior design modification and installation that required completion and Certification for the Be-300 or similar type of aircraft (weight class and engine type or larger). The offerors experience shall include the following documentation:

- A. Contract Identifier Agency/Company name
- B. Period of Performance/ Term of the Contract/Dollar Value
- C. Point of Contact for Program Manager or Contracting Officer/Official that executed the contract
- D. Type Aircraft/Number of Aircraft
- E. Certification project of similar type validated by the following:
 - (1) copy of a Approved Data Package for like modification and/or a Supplemental Type Certificate that the Prime Contractor was responsible for design, modification, and installation on similar size, weight, type, or larger aircraft that the vendor has been responsible for completing; or
 - (2) at least two (2) copies of FAA Form 337, Major Repair and Alteration that have been completed for design, modification, and installation on similar size, weight, type or larger aircraft.

L.7 COST/PRICE PROPOSAL – Volume IV

Each offeror shall provide cost/price information to include sufficient details related to the costs/price for the designated pricing arrangement per CLIN, Annual Total, and contract total value. Each offeror shall, as a minimum, break out cost associated with each CLIN in Section B, for the base year and all option years.

Include a cost breakdown showing build-up to for each CLIN for the base period and all option periods. The cost proposal shall include the basis for how costs/price were developed (specifically Direct cost, direct labor, labor overhead, general and administrative expense, and profit for each contract year, and for each of the CLINs identified in Section B of the SIR/RFO). In addition, the offeror shall include a computation of aircraft delivery "round trip" cost from the Contractor's facility to the FAA Mike Monroney Aeronautical Center, OKC, OK. The equation for the computation is as follows:

$\$4.00/\text{nautical mile} * \underline{\hspace{2cm}} \text{ (round trip miles)} = \$ \underline{\hspace{2cm}} \text{ cost (from Contractor's facility to FAA Aero Center, OKC} * 18 \text{ aircraft} = \$ \underline{\hspace{2cm}} \text{ (total cost to FAA)}$

In addition to the number of copies set forth in Table 1 above, the offeror shall submit, on CD, a copy of the spreadsheet(s) used to produce the written cost/price information, and the basis of the overhead rates and profit rates proposed. The CO will rank the price proposals based upon total price proposed. When competition does not exist, the CO may require the offeror to support cost/price information to support the proposed prices.

L.8 PAST PERFORMANCE – Volume V

The offeror shall identify past and present contract performance that represents the offerors experience in the performance of the proposed effort. The CO will coordinate a past performance survey with the offerors references requested in Technical Factor 3 entitled "Experience" and the results of the survey will be reviewed to assess risk. This information must include:

- A. Contract Number and Contract Type
- B. Contracting Agency or Business (CUSTOMER) with identification of the Project Manager And Contracting Officer (CO) for the services
(Name, email address, telephone and FAX numbers)
- C. Original contract dollar value and final contract dollar value (including option periods if any)
- D. Period of performance and completion date
- E. A brief description of the contract effort

L.9 FAA AVIATION SYSTEM STANDARDS ON-SITE QUALITY SURVEY

(a) If your response to this solicitation is favorably considered, a survey team may contact your facility to determine your compliance with FAA AVN-300 CONTINUING ANALYSIS AND SURVEILLANCE PROGRAM CONTRACTOR/VENDOR CHECKLIST

(reference the SIR Section J attachments)

(b) Offerors are advised that accomplishment of this survey is at the discretion of AJW-342 and is not to be construed as an indication that an offeror will receive or is in the best position to receive the resultant award.

(c) FAA AVN-300/AMEG will conduct a site audit IAW AVN Quality Surveillance Plan. The highest ranked best value offeror will be subject to a site audit conducted at the option of the FAA by AVN-300/AMEG prior to award. The site audit will be conducted IAW AVN-300 CONTINUING ANALYSIS AND SURVEILLANCE CONTRACTOR/VENDOR CHECKLIST.

L.10 PROPOSAL ACCEPTANCE

(a) Only one proposal from each offeror shall be considered.

(b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO which demonstrate an understanding of the complexity and scope of the requirements.

(c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

L.11 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offers will not be returned to the Offeror. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting Officer.

L.12 PRICE PROPOSAL REQUIREMENTS (SEP 2007)**CLA. 0110**

(a) Unless an exemption as described in AMS 3.2.2.3-39, Requirements for Cost or Pricing Data or Other Information—Modifications, is claimed and supported, the offeror is requested to provide cost and pricing data for each contract line item number (CLIN) summarized by contract period and also summarized at the total contract level. Cost and pricing data must be provided in sufficient detail for analysis and possible audit by the Defense Contract Audit Agency (DCAA). For purposes of this solicitation, cost and pricing data is defined in the Federal Aviation Administration (FAA) Acquisition Management System (AMS) Procurement Guidance at T3.2.3, Appendix D. The data submitted shall include, as a minimum, in spreadsheet format with the costs properly totaled and extended, the following:

- (i) Direct Labor Rates and Hours by Labor Category
- (ii) Labor Burden and Overhead Rates/Costs
- (iii) Direct Materials-Costs-Kinds, Quantities
- (iv) Material Overhead/Handling Charges
- (v) Other Direct Costs by Kinds and Quantities
- (vi) Corporate Overhead (General and Administrative Costs)
- (vii) Facilities Capital Cost of Money (If applicable)
- (viii) Profit/Fee

(b) For each of the above cost elements, the offeror shall provide the basis of the estimate, the estimating rationale, and methodology of the estimate to include projections from known factors to the estimates. The FAA is not governed by the Federal Acquisition Regulation (FAR); however the FAR may be used for guidance. Further details on submission of a cost proposal are contained in the FAR 15.408, Table 15-2.

(c) The contracting officer may require the offeror to submit subcontractor's cost or pricing data if it is considered necessary for adequately pricing the prime contract. If the subcontract effort is significant, (e.g., in excess of \$500,000 for each subcontractor and more than 10% of the prime contractor's proposed price) the offeror's cost submission must include the results of the offeror's review and evaluation of all subcontract proposals. This review and evaluation must address how the subcontractor's cost/prices were determined fair and reasonable by the offeror.

L.14 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997)

CLA.2710

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

L.15 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)
CLA.4533

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

AMS 3.2.2.3-5 DESCRIPTIVE LITERATURE (JUL 2004)

(a) "Descriptive literature" means information (for example catalogs, Certificates, illustrations, drawings, and brochures) submitted as part of an offer. The FAA (we) may need descriptive literature to evaluate details of the proposed supplies/services. These details may be about:

- (1) Design;
- (2) Materials;
- (3) Components;
- (4) Performance characteristics; or
- (5) Methods of manufacture, assembly, construction, or operation.

(b) Descriptive literature includes only information the FAA needs to determine that the offeror will provide technically-acceptable products.

(c) The offeror must mark or highlight the items you are submitting as descriptive literature so we can readily find them in your offer.

(d) The Contracting Officer (CO) may reject offers that fail to submit descriptive literature on time (see the "Late Submissions, Modifications, and Withdrawals of Offers" provision of this SIR) or in which the descriptive literature does not show that the product offered conforms to the SIR requirements.

(e) The CO may waive the SIR requirement for descriptive literature if you indicate in subparagraph (e)(1) below that you supplied a comparable product under an earlier FAA contract and the CO determines that the product meets this SIR's requirements.

(1) You represent that you ☐ have, ☐ have not ☐ [check applicable box] supplied a product to us FAA under an earlier FAA contract that is the same as the product offered under this SIR.

(2) If you checked 'have' in paragraph (e)(1), and seek a waiver of the requirement for descriptive literature, submit the following information as part of your offer:

Earlier contract number _____

Date of earlier contract _____

Contract line item number of product supplied _____

Name and address of government activity to which you delivered the product

Date of final delivery of product _____

(f) You must submit offers on the basis of required descriptive literature or on the basis of a product you supplied previously under paragraph (e). Once you submit an offer on one of these two bases and the deadline for us to receive offers has passed, you may not elect to have your offer considered on the alternative basis. The Government will disregard your request for a waiver under paragraph (e) above if you have submitted the descriptive literature this SIR requires.

AMS 3.2.2.3-38/ALT II Requirements for Cost or Pricing Data or Other Information (JUL 2004)

- (a) The FAA does not require cost or pricing data.
- (b) The offeror must provide the following information (if requested later by FAA):
 - 1. Price List
 - 2. Catalogs/Contracts validating substantial Descriptive Literature

AMS 3.2.2.3-39 Requirements for Cost or Pricing Data or Other Information -Modifications (July 2004)

(a) When there are price adjustments in the contract, the Contractor (you, your) must submit the following:

(1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or

(2) For information other than current cost or pricing data (CPD), a request for an exception to CCCPD. You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:

(i) Information on an exception you received on earlier or repetitive acquisitions;

(ii) Catalog price information including:

(A) A dated catalog with the prices;

(B) The applicable catalog pages; or

(C) A statement that the catalog is on file in the contracts office that will issue this contract modification;

(iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;

(iv) Evidence of substantial sales to the general public for catalog items that exceed [Contracting Officer (CO) to insert extended value - not unit price]. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;

(v) The basis for the market price including:

- (A) The source, date or period of the market quotation;
 - (B) Any other basis for the market price, the base amount, and applicable discounts;
 - (C). The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or
 - (D) Data supporting substantial sales to the general public.
- (vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;
- (vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:
- (A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;
 - (B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and
- (viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.
- (b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.
 - (c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.
 - (d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.
 - (e) You must submit under paragraph (a):

CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [*] are accurate, complete, and current as of [**]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm _____

Signature _____

Name _____

Title _____

Date of execution [*** _____]

*Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)

** Contractor insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.

*** Contractor insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the parties agreed on the contract price.

(End of certificate)

AMS 3.2.4-1 TYPE OF CONTRACT (APRIL 1996)

The FAA contemplates award from the SIR which is defined as an Indefinite Delivery/Indefinite Quantity requirements contract. Each CLIN has a specific pricing arrangement.

AMS 3.9.1-3 PROTEST (NOV 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,

Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-4	ORGANIZATIONAL CONFLICT OF INTEREST	February 2009
3.2.2.3-1	FALSE STATEMENTS IN OFFERS	July 2004
3.2.2.3-3	AFFILIATED OFFERORS	July 2004
3.2.2.3-6	SUBMITTALS IN THE ENGLISH LANGUAGE	July 2004
3.2.2.3-7	SUBMITTALS IN U.S. CURRENCY	July 2004
3.2.2.3-9	NOTICE OF POSSIBLE STANDARDIZATION	July 2004
3.2.2.3-11	UNNECESSARILY ELABORATE SUBMITTALS	July 2004
3.2.2.3-12	AMENDMENTS TO SCREENING INFORMATION REQUESTS	July 2004
3.2.2.3-13	SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS	July 2004
3.2.2.3-14	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS	July 2004

3.2.2.3-16		RESTRICTION ON DISCLOSING AND USING DATA	July 2004
3.2.2.3-17		PREPARING OFFERS	July 2004
3.2.2.3-18		PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS	July 2004
3.2.2.3-19		CONTRACT AWARD	July 2004
3.2.2.3-20		ELECTRONIC OFFERS	July 2004

PART IV - SECTION M EVALUATION FACTORS FOR AWARD

M.1 GENERAL

(a) The SIR will be reviewed for completion. The qualifications will be reviewed to identify all issues are valid as representations (documentation current and official). The Technical proposal will be evaluated to rate each offerors' response IAW the technical criteria. The Cost Proposal will be evaluated for realism and reasonableness.

(b) The Offeror shall provide cost/price information to include sufficient details related to the Offeror's Total Price. Each Offeror shall, as a minimum, break out cost associated with each Contract Line Item (CLIN), totals for the base year and each option year, and provide information on basis or development of the unit price. Cost/price information shall provide visibility of rates/costs applicable to each CLIN. In addition to the number of copies set forth in Table 1 above, include supporting documentation (market info, material quotes, price list etc) used to develop the written cost/price information. NOTE--Specific rates will be considered proprietary to the vendor and shall not be released under Freedom of Information if marked proprietary.

(c) The proposed total price including options will be considered. The evaluation of options does not obligate the Government to exercise options. Proposals that are unbalanced as to price may be rejected. An unbalanced proposal is one that is based on prices significantly less than cost for some work and prices that are significantly overstated for other work of a similar nature. Prices that are unrealistically low or unreasonably high may be indicative of the Offeror's lack of understanding of the work effort or the ability to perform the contract, and may be cause for rejection of the proposal.

(d) The FAA reserves the right to conduct negotiations.

M.2 QUALIFICATION CRITERIA:

The offerors qualifications shall be validated by the following submittals:

Criteria Qualification Issue 4.1 --- Acceptable Submittal: Offerors shall provide with this volume a copy of their current Repair Station Certificate demonstrating that the vendor's facilities do have a current Repair Station Certificate and the Operator's Operations Specifications have Class Ratings of Class 4 or Limited Ratings that specifically identifies-- Airframe, Manufacturer--Beech; Make/Model -- Beech 300 Series, or otherwise specifically authorizing work on the Hawker Beechcraft-300 aircraft.

Criteria Qualification Issue 4.2 --- Acceptable Submittal:

(1) Offeror's proposal contains documents, data, or specifications that fully demonstrate that the vendor's proposed facilities meet the minimum 5,000 foot runway to take off and land the FAA's Be-300 aircraft safely. The minimum runway length is determined by using the aircraft flight manual for FAR 135 60% Factored Landing Field Length. Using our aircraft weight of 13,000 pounds, computed accelerate-stop distance would be 5,000 feet. This is the minimum acceptable runway length to operate the FAA Flight Inspection aircraft. Offeror must provide proof with response that airport facility does meet this requirement.

(2) Offeror's proposal must contain documents, data, or specifications that fully demonstrate that the vendor has proposed facilities meet the minimum requirement of being able to provide a hangar with aircraft space (secured and covered) for storage of two FAA-Be-300 aircraft.

Criteria Qualification Issue 4.3 Acceptable Submittal

Offeror must provide documentation from an Insurance company defining the arrangement, coverage and liability to cover FAA's Be-300 aircraft in their possessions. Documentation shall identify amounts of coverage, payment, and period of coverage, or pending execution upon award of contract that coverage shall be provided for liability to cover FAA's Be-300 aircraft in contractor's possession when performing services. The insurance should be on company letterhead (quote or statement from insurer).

M.3 TECHNICAL FACTOR RATING SCALE

As stated in AMS 3.2.2.7 the FAA will evaluate the responses to technical factors in accordance with rating scale below:

- EXCELLENT
- GOOD
- ACCEPTABLE
- NOT ACCEPTABLE

Technical Ratings: The vendors must submit a technical response that demonstrates technical planning, capability, organization, and Descriptive Literature to validate related coordination necessary to accomplish the project IAW the delivery schedule.

M.4 TECHNICAL CRITERIA AND EVALUATION

The submittals will be reviewed by the technical team to assess individual ratings that result in the team ranking of technical proposals.

Factor 1: Program Management Plan--

To receive a rating of "ACCEPTABLE" the proposal response must meet delivery of approved data package and return to service of aircraft. The response must include the following:

The contractor shall develop and implement an integrated Program Management Plan (PMP). The PMP shall integrate all functional program areas (e.g., management, engineering, design, development, integrated logistics, materials, materials storage, hardware, software, testing, technical support, etc.) and articulate how the contractor will manage the overall program. The initial plan will be represented in the proposal, the preliminary design review plans will be coordinated at post award (anticipated within 20 days ARO), and the Critical plan approved at the first Preliminary Design Review (anticipated within 90 days after award). The plan approval, document acceptance, and/or authorization to proceed shall be issued from the FAA CO or CO designated representative in writing. The Contractor is totally responsible for ensuring the agreed upon plans for the prototype will meet the requirements necessary to obtain the approved data package.

FACTOR 2.1 Master Certification Plan

To receive a rating of "ACCEPTABLE" the proposal response must clearly define the Master Certification Plan and Approver that sets forth the Actions, requirements, and milestones that the vendor must take in order to get the Prototype aircraft enhancements installed, provide the FAA with a complete data package and the Prototype aircraft approved within the established schedule.

1. Plan shall also include schedules and milestones for data package approval of all subsequent FAA Aircraft based on 3 aircraft the first year, 4 each option years one, two and three and three aircraft the fourth and last year of the contract.
2. Plan must show times and expected review times by the approval authority within the milestones and date to meet the required production schedule and submittal of data under CDRLs A001 through A016.
3. The Plan addresses the Acoustic Engineering Analysis Test Plan and the integration of results into the Certification plan. The plan shall identify the design, development, and materials that the contractor will be using to meet the requirements set forth in the PWS. The Plan will identify the requirements necessary to accomplish the design, the required instrumentation, and personnel to conduct in-flight Acoustic Engineering Analysis.

Technical Factor 3-- Vendor experience

To receive a rating of "ACCEPTABLE" the proposal response must validate that the experience is within the last eight (8) years for Aircraft interior design modification and installation that required completion and Certification. The experience can be validated by contact and identification of the information below.

- A. Contract Identifier Agency/Company name
- B. Period of Performance/ Term of the Contract/Dollar Value
- C. Point of Contact for Program Manager or Contracting Officer/Official that executed the contract
- D. Type Aircraft/Number of Aircraft
- E. Total dollar amount of the work accomplished and type of aircraft.
- F. Copy of Approved Data Package for like modification and/or top page of STC or STC, two copies of FAA Form 337 under prior contracts, or agreements with commercial or other Government agencies.

M.4 PRICE ANALYSIS

(a) Cost/price proposals from the Offerors and all associated subcontracts over \$50,000 will be reviewed, for the base period and all option periods. **NOTE:** For overall evaluation of the proposals, price evaluation will be conducted on all CLINs, and the FAA cost for aircraft delivery to the Contractor's facility. The price/cost proposals in support of all items identified in Section B will be reviewed for realism of cost, reasonableness of allocation, completeness, and total cost. Specifically, the FAA will assess each cost/price proposal to ensure that data provided is sufficient to allow complete price analysis and evaluation of proposed prices and includes all information required by Section L of the RFO. The FAA cost for aircraft transportation to the Contractor's facility will be based upon the equation (ref. L.7) as computed by the offeror, and validated by the FAA. If reasonableness of price is not determined through adequate price competition, then the FAA will may require the review of rationale and supporting data to establish the reasonableness of proposed elements of cost.

(1) Completeness - Review of the proposal to ensure data provided is sufficient to allow complete analysis and evaluation of proposed costs and includes all information as requested in Section L, Provision L.2.

(2) Reasonableness - Review of rationale and data supporting elements of cost included in the proposal.

(3) Realism - Overall review of proposal cost elements and estimating methodologies employed to determine whether the resulting prices are realistic based on the performance described.

(b) An Offeror's proposal price will be validated by multiplying the estimated quantity and the unit price for each Contract line item and totaling the product of the calculation for all priced CLINs, annual totals, and all option total to arrive at a total estimated contract value. Additionally, the analysis will consider the additional cost to the FAA for transportation of aircraft.

M.5 EVALUATION

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.6 PAST PERFORMANCE RISK ASSESSMENT

The FAA CO will issue a past performance survey to each of the offertory references represented in the Technical Proposal (3 each). Responses to each question of the Past Performance Survey will be rated as follows:

Highly Acceptable – Offeror's performance exceeded the requirements of the contract significantly.

Acceptable – Offeror's performance met and/or surpassed the minimum requirements.

Marginally Acceptable – Offeror's performance met some but not all of the minimum requirements.

Unacceptable – Offeror's performance failed to meet a majority of the minimum requirements.

Upon completion of the past performance surveys and the rating of each Offeror's Past Performance each the offer or will be assigned a final overall confidence rating based on the ratings listed below.

High Confidence
Confidence
Little Confidence
No Confidence

Offeror's are cautioned that the FAA may use the data provided by other sources in evaluating past Performance. Offerors may not be given an opportunity to rebut information considered negative and relevant to the evaluation if the information was obtained from other sources. While the FAA may consider data from other sources, the burden of providing thorough and complete past performance data rests with the offeror.

M.7 EVALUATION OF OFFERS FOR SINGLE AWARD (JULY 2007)

CLA.0250

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.